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**OIL AND GAS LEASE**

THE STATE OF TEXAS      §  
                                 §  
 COUNTY OF TARRANT      §

THIS AGREEMENT ("Lease") is made and entered into as of the date herein specified by and between **HOUSING AUTHORITY OF THE CITY OF FORT WORTH, TEXAS D/B/A FORT WORTH HOUSING AUTHORITY**, a Texas municipal housing authority (hereinafter referred to as "Lessor") and **FOUR SEVENS RESOURCES CO., LTD.**, a Texas limited partnership (hereinafter referred to as "Lessee").

**WITNESSETH:**

1.

**GRANTING CLAUSE**

Lessor, in consideration of a cash bonus in hand paid, of the royalties herein provided, and of the agreements of Lessee hereinafter contained, hereby grants, leases, and lets exclusively unto Lessee for the sole purpose of investigating, exploring, drilling, operating, and producing oil and/or gas from the land leased hereunder, together with any liquid or gaseous substances produced in association with oil and gas, the following described land situated in the City of Fort Worth, Texas described in Exhibit "A" attached hereto (the "leased premises").

All mineral substances and mineral rights other than oil and gas (and all other liquid or gaseous minerals produced in association with oil or gas) are expressly reserved to Lessor and excepted from this Lease. These reserved mineral rights include, but are not limited to, the rights to lignite, coal and sulfur not produced as a component of oil and gas.

For the purpose of determining the amount of any bonus or other payment hereunder, said leased premises shall be deemed to contain 47.3157 acres, whether actually containing more or less.

2.

**PRIMARY TERM**

Subject to the other provisions herein contained, this Lease shall be for a term of two (2) years from the date of the notarial acknowledgment of Lessor's execution of this instrument (hereinafter called "primary term") and so long thereafter as oil, gas or other minerals granted herein are produced from the leased premises or lands pooled therewith, in paying quantities, or operations are in progress thereon as hereinafter provided, and the royalties are paid as provided herein. For the purposes of this lease, the term "operations" means any of the following: drilling, testing, completing, reworking, recompleting, deepening, plugging back, or repairing of a well in search for or in the endeavor to obtain production of oil or gas, so long as such operations are carried out with due diligence with no cessation of more than ninety (90) consecutive days.

3.

**DELAY RENTALS**

This is a paid-up lease and no delay rentals are due. Upon termination, Lessee shall prepare, execute and deliver to Lessor a recordable release covering the leased premises in accordance with this Lease. Lessee may at any time or times execute and deliver to Lessor, a release or releases of this Lease as to all or any part of the leased premises, and thereby be relieved of all obligations as to the released land or interest, except for the indemnification obligations described in Paragraph 16 and the plugging obligations of this Lease.

4.

**ROYALTIES**

Lessee shall pay to Lessor the following royalties, which shall be free of all costs of any kind, including, but not limited to, costs of gathering, production, transportation, treating,

compression, dehydration, processing, marketing, trucking or other expense, directly or indirectly incurred by Lessee, whether as a direct charge or a reduced price or otherwise. In this regard, Lessee agrees to bear one hundred percent (100%) of all costs and expenses incurred in rendering hydrocarbons produced on or from the leased premises marketable and delivering the same into the purchaser's pipeline for immediate transportation to an end user or storage facility. Additionally, said royalties shall never bear, either directly or indirectly, under any circumstances, the costs or expenses (including depreciation) to construct, repair, renovate or operate any pipeline, plant, or other facilities or equipment used in connection with the treating, separation, extraction, gathering, processing, refining, compression, transporting, manufacturing or marketing of hydrocarbons produced from the leased premises or lands pooled therewith.

A. On oil, gas (including flared gas) and casinghead gas, together with any other liquid or gaseous hydrocarbons recovered by Lease operations (such as in drips or separators) twenty-five percent (25%) of the proceeds of the sale or of the market value thereof, whichever is higher. Such proceeds of oil, gas and casinghead gas, together with any other liquid or gaseous hydrocarbons recovered by Lease operations, is to be delivered free of cost at the well or to the credit of the Lessor into pipelines, gathering lines, barges or other facilities to which the wells and tanks on the property may be connected. Lessor shall always have the right, at any time and from time to time, upon reasonable written notice to Lessee, to take Lessor's share of oil, gas and processed liquids in kind. Lessor may elect to take Lessor's gas in kind at the well, or at the point of delivery where Lessee delivers Lessee's gas to any third party. If gas is processed, Lessor may elect to take Lessor's share of the residue gas attributable to production from the leased premises, at the same point of delivery where Lessee receives its share of residue gas or has its share of residue gas delivered to a third party. Lessor may elect to have its

royalty share of processed liquids stored in tanks at the plant or delivered into pipelines on the same basis as Lessee's share of liquids is stored or delivered. Lessor shall reimburse Lessee for all reasonable costs incurred by Lessee in installing, operating or maintaining additional facilities necessary for Lessor's royalty gas and processed liquids to be separately metered, accounted for, and delivered to a third party, but Lessor shall not be charged for any expense in the production, gathering, dehydration, separation, compression, transportation, treatment, processing or storage of Lessor's share of gas and processed liquids.

B. On products, twenty five percent (25%) of the gross market value or proceeds of sale thereof, whichever is higher.

C. On residue gas or gas remaining after separation, extraction or processing operations, twenty five percent (25%) of the proceeds of sale or of the market value thereof, whichever is higher.

D. For purposes of this Paragraph 4, the term "market value" shall mean for gas and products therefrom (i) the gross price at which gas or products therefrom are sold pursuant to a Gas Contract, as defined below, that is ratified by Lessor according to Paragraph G below or (ii) if not sold pursuant to a Gas Contract, as defined below, ratified by Lessor and Lessee, the highest gross price reasonably obtainable for the quantity of gas or products available for sale, through good faith negotiations for gas or products produced from the leased premises at the place where such gas or product is available for sale on the date of such a contract with adequate provisions for redetermination of price at intervals of no less frequency than one (1) year to ensure that the production is being sold for no less than the current market price. Included within the definition of "Market Value" as used herein is the presumption that Gas Contracts that are ratified by Lessor are arms-length contracts with purchasers who are not

affiliates of Lessee. An "affiliate" includes, but is not limited to, the parent company or a subsidiary of Lessee, a corporation or other entity having common ownership with Lessee, a partner or joint venturer of Lessee with respect to the ownership or operation of the processing plant, a corporation or other entity in which Lessee owns a ten percent or greater interest, or any individual, corporation or other entity that owns a ten percent or greater interest in Lessee. In no event shall "market value" ever be less than the amount actually received by the Lessee for the sale of hydrocarbons.

E. This Lease is intended to cover only oil and gas, but some other substances (including helium and sulphur) may be produced necessarily with and incidental to the production of oil or gas from the leased premises; and, in such event, this Lease shall also cover all such other substances so produced. On all such substances so produced under and by virtue of the terms of this Lease, Lessor shall receive a royalty of twenty five percent (25%) of all such substances so produced and saved, same to be delivered to Lessor, free of all costs; or, at Lessor's election, Lessor's twenty five percent (25%) of such substances shall be sold by Lessee with Lessee's portion of such substances and at the same profit realized by Lessee for its portion of such substances.

F. All royalties hereinabove provided shall be payable in cash (unless Lessor elects to take such royalty oil or gas in kind) to Lessor within ninety (90) days following the end of the month in which the first commercial sale of production occurred and thereafter no more than sixty (60) days after the end of the month following the month during which production takes place. Subject to the provisions of Paragraph 10 of this Lease concerning shut-in wells, royalties shall be paid to Lessor by Lessee and/or its assigns or by the product purchaser for oil and/or gas. Upon the failure of any party to pay Lessor the royalty as provided in this

paragraph, Lessor may, at Lessor's option, elect to terminate this Lease by sending written notice to Lessee. Lessee shall then have thirty (30) days from the date of service of such written notice in which to avoid termination of this Lease by making or causing to be made the proper royalty payment or payments that should have been paid. If such royalty payment is not made on or before the expiration of the 30-day period, or written approval is not obtained from Lessor to defer such payment, Lessor may elect to terminate this Lease by filing a Notice of Termination with the County Clerk in the county where the leased premises are located. The effective date of said termination shall be the date said Notice of Termination is filed with the said County Clerk.

G. Lessee agrees that it will not enter into any contract for the sale, delivery, transporting or processing of gas produced from the leased premises which shall extend more than two (2) years from the effective date of such sales contract unless such contract has adequate provisions for redetermination of price at intervals of no less frequency than one (1) year to ensure that production from this Lease is not being sold for less than the then current market value. At least thirty (30) days prior to the delivery or the execution of any contract for the sale, delivery, transporting or processing of gas produced from the leased premises, Lessee shall provide Lessor with a complete copy of each proposed contract for the purchase, transportation and/or processing of such gas that Lessee intends to execute (each a "Gas Contract"), whereupon, Lessor shall have fifteen (15) days within which to either ratify such Gas Contract or notify Lessee in writing that it does not approve of such Gas Contract, including a statement of the reasons that Lessor does not approve of such Gas Contract (Lessor's failure to respond within the fifteen (15) days either by ratification or by written notice that it does not approve of the proposed Gas Contract shall be deemed to be Lessor's ratification of such Gas

Contract). If Lessor ratifies the Gas Contract, Lessor shall be deemed bound by the terms of such Gas Contract (and, at Lessee's option, Lessor shall execute such Gas Contract as a party thereto) and the gas or products therefrom sold pursuant to such Gas Contract shall be deemed sold at market value based on the gross price stated therein. Lessee shall not amend or modify any material terms of a Gas Contract ratified by Lessor without the prior written consent of Lessor. If Lessor does not approve of a Gas Contract, Lessee shall consult with Lessor in an effort to agree to the terms of the proposed Gas Contract, and if the other party or parties to the Gas Contract agree to the changes or modifications to the Gas Contract which are proposed by Lessor in order for Lessor to ratify such Gas Contract, then Lessor shall be deemed to have ratified such Gas Contract (and, at Lessee's option, Lessor shall execute such Gas Contract as amended and modified, as a party thereto). If Lessor and Lessee cannot agree on the terms of a Gas Contract that are acceptable to the other party or parties thereto, Lessee may elect to execute such Gas Contract and sell, deliver, transport and process gas according to the terms thereof, subject to the other terms of this Paragraph 4 concerning the payment of Lessor's royalty on gas and products there from, including the right of Lessor to take its share of gas in kind. In the event Lessor elects to take and separately dispose of its royalty share of gas, the parties shall enter into a mutually acceptable balancing agreement providing for (a) the right of an under produced party to make up an imbalance by taking up to 150 percent of its share of production and (b) an obligation to settle any imbalance remaining after depletion in cash, based on the proceeds received by the overproduced party when the imbalance was created, or if the overproduced party's gas was used but not sold, based on the market value of the gas when imbalance was created.

H. In the event Lessee enters into a gas purchase contract which contains what is

commonly referred to as a "take or pay provision" (such provision meaning that the gas purchaser agrees to take delivery of a specified minimum volume or quantity of gas over a specified term at a specified price or to make minimum periodic payments to the producer for gas not taken by the purchaser) and the purchaser under such gas purchase contract makes payment to Lessee by virtue of such purchaser's failure to take delivery of such minimum volume or quantity of gas, then Lessor shall be entitled to twenty five percent (25%) of all such sums paid to Lessee or producer under the "pay" provisions of such gas purchase contract. Such royalty payments shall be due and owing to Lessor within thirty (30) days after the receipt of such payments by Lessee. If the gas purchaser "makes up" such gas within the period called for in the gas contract and Lessee is required to give such purchaser a credit for gas previously paid for but not taken, then Lessor shall not be entitled to royalty on such "make up" gas. If Lessee is not producing any quantities of gas from the leased premises but is receiving payments under the "pay" portion of such "take or pay" gas purchase contract provision, such payments shall not relieve Lessee of the duty to make shut-in royalty payments if Lessee desires to continue this Lease, but such "take or pay" royalty payments shall be applied as a credit against any shut-in royalty obligation of the Lessee. Lessor shall be a third-party beneficiary of any gas purchase contract and/or transportation agreement entered into between Lessee and any purchaser and/or transporter of Lessor's gas, irrespective of any provision of said contracts to the contrary, and such gas purchase contract and/or transportation agreement will expressly so provide. Further, Lessor shall be entitled to twenty-five percent (25%) of the value of any benefits obtained by or granted to Lessee from any gas purchaser and/or transporter for the amendment, modification, extension, alteration, consolidation, transfer, cancellation or settlement of any gas purchase contract and/or transportation agreement.

I. Lessee agrees that before any gas produced from the leased premises is used or sold off the leased premises, it will be run, free of cost to Lessor, through an adequate oil and gas separator of a conventional type or equipment at least as efficient, to the end that all liquid hydrocarbons recoverable from the gas by such means will be recovered and Lessor properly compensated therefor.

J. Any payment of royalty or shut-in gas royalty hereunder paid to Lessor in excess of the amount actually due to the Lessor shall nevertheless become the property of the Lessor if Lessee does not make written request to Lessor for reimbursement within one (1) year from the date that Lessor received the erroneous payment, it being agreed and expressly understood between the parties hereto that Lessor is not the collecting agent for any other royalty owner under the lands covered hereby, and a determination of the name, interest ownership and whereabouts of any person entitled to any payment whatsoever under the terms hereof shall be the sole responsibility of Lessee. It is further expressly agreed and understood that: (i) this provision shall in no way diminish the obligation of Lessee to make full and punctual payments of all amounts due to Lessor or to any other person under the terms and provisions of this Lease, and (ii) any overpayments made to the Lessor under any provisions of this Lease shall not be entitled to be offset against future amounts payable to parties hereunder.

K. The terms of this Lease may not be amended by any division order and the signing of a division order by any mineral owner may not be made a prerequisite to payment of royalty hereunder.

L. Oil, gas or products may not be sold to a subsidiary or affiliate of Lessee as defined herein without the Lessor's prior written permission.

M. Lessee shall pay Lessor royalty on all gas produced from a well on the leased

premises and sold or used off the leased premises, regardless of whether or not such gas is produced to the credit of Lessee or sold under a contract executed by or binding on Lessee. Should gas be sold under a sales contract not binding on Lessee, Lessor's royalty will be calculated based on the highest price paid for any of the gas produced from the well from which such gas is produced. In no event will the price paid Lessor for Lessor's share of gas be less than the price paid Lessee for Lessee's share of gas.

5.

**POOLING**

Lessee, upon the prior written consent of Lessor, which shall not be unreasonably withheld, is hereby given the right to pool or combine the acreage covered by this Lease or any portion thereof as to oil and gas, or either of them with any other land, lease or leases in the immediate vicinity thereof to the extent hereinafter stipulated, when it is necessary or advisable to do so in order to properly explore, or develop, produce and operate said leased premises in compliance with the spacing rules of the appropriate lawful authority, or when to do so would promote the conservation of oil and gas in and under and that may be produced from said premises. Should Lessee desire to exercise its pooling right as to any part of the land, Lessee shall first provide written notice to Lessor at Fort Worth Housing Authority, Attention: President and Chief Executive Officer, P.O. Box 430, Fort Worth, Texas 76101. Lessee shall provide three (3) copies of the notice to the Lessor which shall include a plat of the proposed pooled tract intended to be pooled. Furthermore, Lessee shall describe the amount of the leased premises intended to be included within the pooled unit and the total amount of the proposed pooled unit. Lessor shall have forty-five (45) days following its receipt of the pooling notice to approve or reject the proposed pooled tract by notice to Lessee. If Lessor does not provide notice of approval or rejection within such forty-five (45) day period, the proposed pooled tract

shall be deemed approved by Lessor on the forty-sixth day following its receipt of the pooling notice. In the absence of field rules, units pooled for oil and gas hereunder shall not exceed the acreage provided for retained acreage tracts in Section 7. Lessee, under the provisions hereof, may pool or combine acreage covered by this Lease or any portion thereof as above provided as to oil in any one or more strata and as to gas in any one or more strata. The units formed by pooling as to any stratum or strata need not conform in size or area with the unit or units into which the Lease is pooled or combined as to any other stratum or strata, and oil units need not conform as to area with gas units. The pooling in one or more instances shall not exhaust the rights of the Lessee hereunder to pool this Lease or portions thereof into other units. Lessee shall file for record in the appropriate records of the county in which the leased premises are situated an instrument describing the pooled acreage as a pooled unit. In this regard, Lessee shall provide Lessor with a copy of any and all documents filed with any regulatory authority or recorded in the records of any county within thirty (30) days of filing such documents. Upon the recordation of the unit in the county records and the timely furnishing of the copies required herein to Lessor the unit shall be effective as to all parties hereto, their heirs, successors, and assigns, irrespective of whether or not the unit is likewise effective as to all other owners of surface, mineral, royalty or other rights in land included in such unit. Lessee may at its election exercise its pooling option before or after commencing operations for or completing an oil or gas well on the leased premises, and the pooled unit may include, but it is not required to include, land or leases upon which a well capable of producing oil or gas in paying quantities has theretofore been completed or upon which operations for the drilling of a well for oil or gas have theretofore been commenced. In the event of operations for drilling on or production of oil or gas from any part of a pooled unit which includes all or a portion of the land covered by this Lease, such operations

shall be considered as operations for drilling on or production of oil and gas from land covered by this Lease whether or not the well or wells be located on the premises covered by this Lease and in such event operations for drilling shall be deemed to have been commenced on said land within the meaning of this Lease. For the purpose of computing the royalties to which owners of royalties and payments out of production and each of them shall be entitled on production of oil and gas, or either of them, there shall be allocated to the land covered by this Lease and included in said unit (or to each separate tract within the unit if this Lease covers separate tracts within the unit) a pro rata portion of the oil and gas, or either of them, produced from the pooled unit. Royalties hereunder shall be computed on the portion of such production, whether it be on oil and gas, or either of them, so allocated to the land covered by this Lease and included in the unit just as though such production were from such land. The production from an oil well will be considered as production from this Lease or oil pooled unit from which it is producing and not as production from a gas pooled unit; and production from a gas well will be considered as production from this Lease or gas pooled unit from which it is producing and not from an oil pooled unit. The formation of any unit hereunder shall not have the effect of changing the ownership of any delay rental or shut-in production royalty which may become payable under this Lease. If this Lease now or hereafter covers separate tracts, no pooling or unitization of royalty interest as between any such separate tracts is intended or shall be implied or result merely from the inclusion of such separate tracts within this Lease but Lessee shall nevertheless have the right to pool as provided above with consequent allocation of production as provided above. As used in this paragraph, the words "separate tract" mean any tract with royalty ownership differing, now or hereafter, either as to parties or amounts, from that as to any other part of the leased premises. Notwithstanding anything to the contrary therein above, all of the

leased premises contained in this lease shall be included in a unit unless Lessee is able to demonstrate that for prudent development purposes only a portion of the lease should be included in a unit. In such cases, at least 50% of the leased premises must be included in the unit.

## 6.

### **CONTINUOUS DRILLING**

At the expiration of the primary term this Lease shall remain in full force and effect for so long as Lessee is conducting Continuous Drilling Operations (as herein defined). Lessee shall be considered to be engaged in Continuous Drilling Operations at the expiration of the primary term if:

(1) Lessee is then engaged in drilling operations on the leased premises or lands pooled therewith or

(2) Lessee has completed a well as a producer or as a dry hole within one hundred twenty (120) days prior to the expiration of the primary term. Lessee also shall be considered to be engaged in Continuous Drilling Operations for so long thereafter as Lessee conducts drilling operations on the leased premises, or lands pooled therewith, with due diligence and with intervals of no more than one hundred twenty (120) days between the date of completion of one well and the date of commencement of drilling operations on an additional well. "Completion" shall be considered to be the date of release of the completion rig for a completed well, but in no event more than one hundred twenty (120) days following the release of the drilling rig. In the case of a dry hole, "completion" shall be considered to be the date of release of the drilling rig. "Commencement" shall be the actual spud date of a well. Continuous Drilling Operations shall be deemed to have ceased upon the failure of Lessee to commence drilling operations on an additional well within such one hundred twenty (120) day period. When the Continuous Drilling Operations cease, the provisions of Paragraph 7 will be applicable.

7.

**RETAINED ACREAGE**A. Vertical Wells

At the expiration of the primary term of this Lease or upon the termination of the continuous drilling program set forth in Paragraph 6, each non-horizontal well drilled hereon capable of producing in paying quantities will hold only forty (40) acres for any formation from the surface to the base of the Barnett Shale formation. As to depths below the base of the Barnett Shale Formation, the proration unit shall be the minimum size necessary to obtain the maximum production allowable. If the proration unit for a well completed below the base of the Barnett Shale Formation is larger than 40 acres, the well may maintain the Lease as to formations above the base of the Barnett Shale Formation as to not more than 40 acres. All other acreage except that included in a proration unit or pooled unit as described above will cease to be covered by this Lease and will be released. To the extent possible, each such proration unit will be in the shape of a square, with the bottom of the well in the center. Further, it is understood and agreed that Lessee shall earn depths as to each proration unit or pooled unit only from the surface down a depth which is the stratigraphic equivalent to a depth of one hundred feet (100') below the deepest producing formation in such well which is capable of producing oil or gas in paying quantities at the expiration of the primary term of this Lease or upon the termination of the continuous drilling program set forth in Paragraph 6. This Lease will terminate at such time as to all depths below such depths as to each respective proration unit or pooled unit. If production should thereafter cease as to acreage included in a proration unit or pooled unit, this Lease will terminate as to such acreage unless Lessee commences reworking or additional drilling operations on such acreage within ninety (90) days thereafter and continues such reworking or additional drilling operations until commercial production is restored thereon, provided that if more than

ninety (90) days elapse between the abandonment of such well as a dry hole and the commencement of actual drilling operations for an additional well, or more than ninety (90) days pass since the commencement of reworking operations without the restoration of commercial production, this Lease shall terminate as to the applicable proration unit or pooled unit.

At any time or times that this Lease terminates as to all or any portion of the acreage of the leased premises, Lessee shall promptly execute and record in the office of the County Clerk in the County where the leased premises are located, a proper release of such terminated acreage and shall furnish executed counterparts of each such release to Lessor at the address shown in Paragraph 19 hereof.

B. Horizontal Wells

It is expressly understood and agreed that, subject to the other terms, provisions and limitations contained in this Lease, Lessee shall have the right to drill "horizontal wells" under the leased premises, or lands pooled therewith. The term "horizontal well" or "horizontally drilled well" shall mean any well that is drilled with one or more horizontal drainholes having a horizontal drainhole displacement of at least five hundred eighty-five (585) feet. For the purposes of further defining the term "horizontal wells" and "horizontally drilled" reference is made to the definitions contained within Statewide Rule 86, as promulgated by the Railroad Commission of Texas, which definitions are incorporated herein for all purposes.

In the event of any partial termination of the Lease as provided in Paragraph 7A, then, with regard to a well which is a horizontal well or a horizontally drilled well, Lessee shall be entitled to retain all sands and horizons at all depths from the surface down to a depth which is the stratigraphic equivalent of a depth of one hundred (100) feet below the base of the deepest

producing formation in such well which is capable of producing oil or gas in paying quantities, but only in a spacing unit the area or number of acres of which are equal to the area or number of acres determined by adding twenty (20) acres for each five-hundred eighty-five (585) feet horizontally drilled to the original forty (40) acres deemed to be a proration unit for each vertical well. Each such tract around each horizontally drilled well shall be as nearly in the shape of a square or a rectangle as is practical with the boundaries of the tract including the entire horizontal drainhole and the lateral boundaries of such tract being approximately equal distance from such drainhole and parallel thereto.

If production should thereafter cease as to acreage included in a proration unit or pooled unit, this Lease will terminate as to such acreage unless Lessee commences reworking or additional drilling operations on such acreage within ninety (90) days thereafter and continues such reworking or additional drilling operations until commercial production is restored thereon, provided that if more than ninety (90) days pass between the abandonment of such well and the commencement of actual drilling operations for an additional well, or more than ninety (90) days pass since the commencement of reworking operations without the restoration of commercial production, the Lease shall terminate as to the applicable proration unit.

At any time or times that this Lease terminates as to all or any portion of the acreage of the leased premises, Lessee shall promptly execute and record in the office of the County Clerk in the County where the leased premises are located, a proper release of such terminated acreage and shall furnish executed counterparts of each such release to Lessor at the address shown in Paragraph 19 hereof.

8.

**OFFSET OBLIGATIONS**

In the event a well or wells producing oil or gas should be brought in on land within 330

feet from any boundary of the leased premises, Lessee agrees within ninety (90) days from commencement of production from such well or wells to commence the actual drilling of an offset well or wells on the leased premises; provided that the well or wells which are to be offset are producing in paying quantities and have been perforated and fraced within 330 feet of the leased premises; or Lessee shall release to Lessor free of this Lease the offsetting tract.

9.

**FORCE MAJEURE**

A. The term "force majeure" as used herein shall mean and include: requisition, order, regulation, or control by governmental authority or commission; exercise of rights or priority or control by governmental authority for national defense or war purpose resulting in delay in obtaining or inability to obtain either material, equipment or means of transportation normally necessary in prospecting or drilling for oil, gas or other mineral granted herein, or in producing, handling or transporting same from the leased premises; war, scarcity of or delay in obtaining materials or equipment; lack of labor or means of transportation of labor or materials; acts of God; insurrection; flood; strike; or other things beyond the control of Lessee. The term "force majeure" shall not include lack of markets for production or any other events affecting only the economic or financial aspects of drilling, development or production.

B. Notwithstanding any other provisions of this Lease, but subject to the conditions hereinafter set forth in this Paragraph 9, should Lessee be prevented by "force majeure" as defined above, from conducting drilling or reworking operations on, or producing oil, gas or other mineral from, the leased premises, such failure shall not constitute a ground for the termination of this Lease or subject said Lessee to damages therefore; and the period of time during which Lessee is so prevented shall not be counted against Lessee, but this Lease shall be extended for a period of time equal to that during which such Lessee is so prevented from conducting such drilling or

reworking operations on, or producing oil, gas or other mineral from, such leased premises provided, however, that in no event will the primary term be extended unless Lessee has begun the actual drilling of a well prior to the date of the expiration of the primary term. All of the provisions of this paragraph are subject to each of the following express conditions:

The terms and conditions of this paragraph shall not extend beyond the expiration date of any law, order, rule or regulation invoked under this paragraph, and shall be applicable and effective only during the following periods:

- (1) If the force majeure shall occur during the primary term of this Lease, it shall not operate to extend this Lease more than two (2) consecutive years beyond the expiration of the primary term.
- (2) If the force majeure shall occur during a one hundred twenty (120) day drilling or reworking period provided for in Paragraphs 6 and 7 hereof, after the primary term has expired, then it shall not operate to extend the Lease more than two (2) successive years beyond the expiration of such one hundred twenty (120) day periods.
- (3) In no event will the primary term be extended beyond the two (2) year term described in B (1) and B (2).

C. None of the provisions of this paragraph shall ever be or become effective and applicable unless Lessee shall, within a reasonable time (not to exceed sixty (60) days in any event) after occurrence of the claimed event of force majeure above referred to, notify the Lessor, in writing, of such occurrence with full particulars thereof.

D. The terms of this paragraph do not apply to monetary payments due under the terms of this Lease.

**10.****SHUT-IN GAS WELL PROVISIONS**

If at any time after the expiration of the primary term while there is a gas well on the leased premises or land pooled therewith which is capable of producing gas in paying quantities, but the production thereof is shut-in or suspended for any reason, and if this Lease is not then continued in force by some other provision hereof, then this Lease shall nevertheless continue in force as to such well and the pooled unit or proration unit allocated to it for a period of sixty (60) days from the date such well is shut-in or at the end of the primary term, whichever is the later date. Before the expiration of any such sixty (60) day period, Lessee or any Assignee hereunder may pay or tender to the Lessor a shut-in royalty equal to Five Thousand Dollars (\$5,000.00) per shut-in gas well and if such payment or tender is timely made, this Lease shall continue in force but only as to said well or wells and the proration unit or the pooled unit allocated to it or them and it shall be considered that gas is being produced from said well or wells in paying quantities for one (1) year from the date such well or wells are shut-in, and in like manner one, and only one, subsequent shut-in royalty payment may be made or tendered and it will be considered that gas is being produced from said well or wells in paying quantities for such additional one (1) year period as well.

Lessee shall not be entitled to recover any shut-in royalty payments from the future sale of gas. Should such shut-in royalty payments not be made in a timely manner as provided in this section, it will be considered for all purposes that there is no production and no excuse for delayed production of gas from any such well or wells, and unless there is then in effect other preservation provisions of this Lease, this Lease shall terminate. Lessee shall pay or tender directly to the Lessor at the address as shown in Paragraph 19 all shut-in royalty payments as

required by this Lease.

**11.**

**INFORMATION, ACCESS AND REPORTS**

A. Lessor shall have free access at all times to all wells, tanks, and other equipment that services wells under the leased premises, including drilling wells, and Lessee agrees to furnish Lessor, or Lessor's nominee, currently and promptly, upon written request, with full well information including cores, cuttings, samples, logs (including Schlumberger and other electrical logs), copies and results of deviation tests and directional and seismic surveys, and the results of all drill stem tests and other tests of other kind or character that may be made of wells on the leased premises. Upon five (5) business days notice to Lessee, Lessor or Lessor's nominee shall be furnished with and have free access at all times to Lessee's books and records relative to the production and sale of oil, gas or other minerals from the leased premises, including reports of every kind and character to governmental authorities, State or Federal. Lessor shall have the right at its election to employ gaugers or install meters to gauge or measure the production of all minerals produced from the leased premises, and Lessee agrees to prepare and deliver to Lessor or Lessor's gauger or nominee duplicate run or gauge tickets for all minerals removed from the premises. Lessee shall furnish to Lessor daily drilling reports on each well drilled.

B. Lessee shall furnish to Lessor, within a reasonable time after its execution, a copy of any gas purchase contract or transportation agreement entered into in connection with the leased premises, or if there is already a gas purchase contract or transportation agreement in effect due to Lessee's operations in the field, then a copy of that contract. Furthermore, a copy of any amendments to the gas purchase contract or transportation agreement shall be furnished said Lessor within thirty (30) days after execution thereof; and on request of Lessor and without cost to the Lessor, Lessee shall furnish Lessor a copy of the following reports: core record, core

analysis, well completion, bottom hole pressure measurement, directional survey records, electrical and induction surveys and logs, gas and oil ratio reports, paleontological reports pertaining to the paleontology of the formations encountered in the drilling of any wells on the leased premises, and all other reports which pertain to the drilling, completing or operating of the wells located on the leased premises. Such information shall be solely for Lessor's use, and Lessor shall in good faith attempt to keep same confidential for twelve (12) months after receipt.

C. Lessee shall advise Lessor in writing of the location of all wells drilled upon the leased premises on or before fourteen (14) days prior to commencement of operations, and shall advise Lessor in writing the date of completion and/or abandonment of each well drilled within thirty (30) days after completion or abandonment.

**12.**

**PRESERVATION OF ECOLOGY OF LEASED PREMISES**

Any overflows or releases affecting the leased premises, including, but not limited to, salt water, mud, chemical, or oil shall be reported immediately to Lessor. Lessee shall not use any water in, on or under the leased premises without the prior written consent of the Lessor.

**13.**

**REMOVAL OF EQUIPMENT**

Lessee shall have the right at any time during or within six (6) months after the expiration of this Lease (but not thereafter) to remove all property and fixtures placed by Lessee on the leased premises, including the right to draw and remove all casing. This paragraph shall not apply to equipment or casing on or in an oil or gas well capable of producing in paying quantities, but Lessee shall be paid reasonable salvage value for any such casing or equipment. It is contemplated that Lessee may drill across and through lands covered by this agreement where production is not obtained or ceases. Where the casing or pipeline placed or laid through such non-producing lands is

necessary to the production of a well or wells located on other lands covered by this Lease, or lands pooled therewith, it is expressly understood and agreed that Lessor will make no demand that such casing, pipelines or other equipment necessary for the production of a well or wells drilled by Lessee be removed as long as such casing, pipelines and other equipment is necessary for the production of a producing well or wells drilled by Lessee.

**14.**

**ASSIGNABILITY BY LESSEE**

This lease may be assigned in whole or in part by Lessee and the provisions shall extend to the heirs, executors, administrators, successors and assigns of the parties hereto; provided, however, that any such assignment by Lessee shall require the prior written consent of Lessor, with the exception of any assignment made to Chesapeake Exploration, LLC, or officers, directors, or affiliates of Chesapeake Exploration, LLC, in which case the assignor shall notify Lessor in writing within thirty (30) calendar days of the assignment of the name of the assignee, the effective date of assignment, and a name and telephone number of the primary contact for the assignee. For purposes of this lease, affiliate means all entities, incorporated or otherwise, under common control with, controlled by or controlling Lessee. For purposes of this definition, "control" means fifty percent (50%) or more of the ownership determined by either value or vote. All transfers by Lessee (including assignments, sales, subleases, overriding royalty conveyances, or production payment arrangements) must be recorded in the county where the lease premises are located, and the recorded transfer or a copy certified to by the County Clerk of the county where the transfer is recorded must be delivered to the Lessor within sixty (60) days of the execution date. Every transferee shall succeed to all rights and be subject to all obligations, liabilities, and penalties owed to the Lessor by the original Lessee or any prior transferee of the Lease, including any liabilities to the Lessor for unpaid royalties. No such transfer shall release the

Lessee (or any subsequent transferor) from any obligation hereunder.

**15.**

**NO WARRANTY**

This Lease is given and granted without warranty of title, express or implied, in law or in equity. Lessor agrees that Lessee, at Lessee's option, may purchase or discharge, in whole or in part, any tax, mortgage or other lien upon the leased premises and thereupon be subrogated to the right of the holder thereof, and may apply royalties accruing hereunder toward satisfying same or reimbursing Lessee. It is also agreed that if Lessor owns an interest in the oil and gas under the leased premises less than the entire fee simple estate therein, the royalties to be paid Lessor shall be reduced proportionately, but in no event shall the shut-in royalty amount for a gas well, as provided for in Paragraph 10 hereof, be reduced.

**16.**

**INDEMNITY**

**LESSEE SHALL EXPRESSLY RELEASE AND DISCHARGE, ALL CLAIMS, DEMANDS, ACTIONS, JUDGMENTS, AND EXECUTIONS WHICH IT EVER HAD, OR NOW HAS OR MAY HAVE, OR ASSIGNS MAY HAVE, OR CLAIM TO HAVE, AGAINST THE LESSOR OR ITS DEPARTMENTS, AGENTS, OFFICERS, SERVANTS, SUCCESSORS, ASSIGNS, SPONSORS, VOLUNTEERS, OR EMPLOYEES, CREATED BY, OR ARISING OUT OF PERSONAL INJURIES, KNOWN OR UNKNOWN, AND INJURIES TO PROPERTY, REAL OR PERSONAL, OR IN ANY WAY INCIDENTAL TO OR IN CONNECTION WITH THE PERFORMANCE OF THE WORK PERFORMED BY THE LESSEE. THE LESSEE SHALL FULLY DEFEND, PROTECT, INDEMNIFY, AND HOLD HARMLESS THE LESSOR, ITS DEPARTMENTS, AGENTS, OFFICERS, SERVANTS, EMPLOYEES, SUCCESSORS, ASSIGNS,**

**SPONSORS, OR VOLUNTEERS FROM AND AGAINST EACH AND EVERY CLAIM, DEMAND, OR CAUSE OF ACTION AND ANY AND ALL LIABILITY, DAMAGES, OBLIGATIONS, JUDGMENTS, LOSSES, FINES, PENALTIES, COSTS, FEES, AND EXPENSES INCURRED IN DEFENSE OF THE LESSOR, ITS DEPARTMENTS, AGENTS, OFFICERS, SERVANTS, OR EMPLOYEES, INCLUDING, WITHOUT LIMITATION, THE PAYMENT OF BONUS AND/OR ROYALTIES REGARDING OWNERSHIP OF THE LESSOR'S MINERAL INTEREST OF THE LEASED PREMISES WHICH MAY BE MADE OR ASSERTED BY LESSEE, ITS AGENTS, ASSIGNS, OR ANY THIRD PARTIES ON ACCOUNT OF, ARISING OUT OF, OR IN ANY WAY INCIDENTAL TO OR IN CONNECTION WITH THE OWNERSHIP AND TITLE OF THE MINERAL INTEREST OF THE LESSOR UNDER THIS LEASE.**

**THE LESSEE SHALL FULLY DEFEND, PROTECT, INDEMNIFY, AND HOLD HARMLESS THE LESSOR, ITS DEPARTMENTS, AGENTS, OFFICERS, SERVANTS, EMPLOYEES, SUCCESSORS, ASSIGNS, SPONSORS, OR VOLUNTEERS FROM AND AGAINST EACH AND EVERY CLAIM, DEMAND, OR CAUSE OF ACTION AND ANY AND ALL LIABILITY, DAMAGES, OBLIGATIONS, JUDGMENTS, LOSSES, FINES, PENALTIES, COSTS, FEES, AND EXPENSES INCURRED IN DEFENSE OF THE LESSOR, ITS DEPARTMENTS, AGENTS, OFFICERS, SERVANTS, OR EMPLOYEES, INCLUDING, WITHOUT LIMITATION, PERSONAL INJURIES AND DEATH IN CONNECTION THEREWITH WHICH MAY BE MADE OR ASSERTED BY LESSEE, ITS AGENTS, ASSIGNS, OR ANY THIRD PARTIES ON ACCOUNT OF, ARISING OUT OF, OR IN ANY WAY INCIDENTAL TO OR IN CONNECTION WITH THE PERFORMANCE OF THE WORK PERFORMED BY THE LESSEE UNDER THIS**

**LEASE.**

The Lessee agrees to indemnify and hold harmless the LESSOR, its officers, agents, servants, employees, successors, assigns, sponsors, or volunteers from any liabilities or damages suffered as a result of claims, demands, costs, or judgments against the LESSOR, its departments, its officers, agents, servants, or employees, created by, or arising out of the acts or omissions of the LESSOR occurring on the drill site or operation site in the course and scope of inspecting and permitting the gas wells INCLUDING, BUT NOT LIMITED TO, CLAIMS AND DAMAGES ARISING IN WHOLE OR IN PART FROM THE NEGLIGENCE OF THE LESSOR OCCURRING ON THE DRILL SITE OR OPERATION SITE IN THE COURSE AND SCOPE OF INSPECTING AND PERMITTING THE GAS WELLS. IT IS UNDERSTOOD AND AGREED THAT THE INDEMNITY PROVIDED FOR IN THIS SECTION IS AN INDEMNITY EXTENDED BY THE lessee TO INDEMNIFY AND PROTECT LESSOR AND/OR ITS DEPARTMENTS, AGENTS, OFFICERS, SERVANTS, OR EMPLOYEES FROM THE CONSEQUENCES OF THE NEGLIGENCE OF THE LESSOR AND/OR ITS DEPARTMENTS, AGENTS, OFFICERS, SERVANTS, OR EMPLOYEES, WHETHER THAT NEGLIGENCE IS THE SOLE OR CONTRIBUTING CAUSE OF THE RESULTANT INJURY, DEATH, AND/OR DAMAGE.

17.

**INSURANCE**

Lessee shall provide or cause to be provided the insurance described in the City of Fort Worth Gas Ordinance for each well drilled under the terms of this Lease, such insurance to continue until the well is abandoned and the site restored. Such insurance shall provide that Lessor shall be a co-insured, without cost, and that said insurance can not be canceled or terminated without thirty (30) days prior notice to Lessor and ten (10) days notice to Lessor for nonpayment of premiums.

18.

**RELEASES REQUIRED**

Within thirty (30) days after the partial termination of this Lease as provided under any of the terms and provisions of this Lease, Lessee shall deliver to Lessor a plat showing the production units designated by Lessee, copies of logs showing depths to be retained within each unit, and a fully executed, recordable release properly describing by metes and bounds the lands and depths to be retained by Lessee around each producing well. If this Lease terminates in its entirety, then Lessee shall deliver a complete, fully executed, recordable release to Lessor within thirty (30) days. If such release complies with the requirements of this section, Lessor shall record such release. If Lessee fails to deliver a release complying with the requirements of this section within thirty (30) days after Lessor's demand therefore, then Lessee shall pay Lessor an amount equal to Five Dollars (\$5.00) per acre per day for each acre of the leased premises that should have been released, beginning with the 30th day after the date of Lessor's request and continuing until such release has been executed and delivered to Lessor. It is agreed that actual damages to Lessor for Lessee's failure to deliver such release are difficult to ascertain with any certainty, and that the payments herein provided are a reasonable estimate of such damages and shall be considered liquidated damages and not a penalty. Furthermore, Lessor is hereby authorized to execute and file of record an affidavit stating that this Lease has expired and the reason therefor, and such affidavit shall constitute *prima facie* evidence of the expiration of this Lease or any part of this Lease.

19.

**NOTICES**

A. **Notifications Required.** Lessee shall advise Lessor in writing of the location of each well to be drilled upon the leased premises or on land pooled therewith on or before thirty

(30) days after commencement of operations, and shall advise Lessor in writing the date of completion and/or abandonment of each well drilled on the leased premises or on land pooled therewith. Such notice shall include furnishing the Lessor a copy of the applicable completion or plugging report filed with any governmental or regulatory agency and a plat or map showing the location of the well on this Lease or lands pooled therewith within thirty (30) days after completion or abandonment.

Lessee shall advise Lessor in writing of the location of each well to be drilled under the leased premises or on land pooled therewith and shall advise Lessor in writing the date of completion, drilling, testing, frac-ing, reworking, recompletion, pluggin back, repairing, and/or abandonment of each well drilled under the leases premises or on land pooled therewith (such notice shall include furnishing Lessor a copy of the applicable completion or plugging report filed with any government or regulatory agency) within thirty (30) days after such activity occurs. Reports are also to be made monthly, to include name of well, total monthly production and total product sales.

B. All notices, information, letters, surveys, reports, material, and all other documents, required or permitted to be sent to Lessor by Lessee shall be sent by certified United States mail, postage prepaid, return receipt required, to the following address:

Fort Worth Housing Authority  
Attention: President and Chief Executive Officer  
P.O. Box 430  
Fort Worth, Texas 76101

C. All notices required or permitted to be sent to Lessee by Lessor shall be sent to Lessee by certified United States mail, postage prepaid, return receipt requested to the following address:

Four Sevens Resources Co., Ltd.  
201 Main Street, Suite 1455  
Fort Worth, TX 76102

D. Service of notices, and other documents, hereunder is complete upon deposit of the mailed material in a post office or official depository under the care and custody of the United States Postal Service, in a postpaid, properly addressed and certified wrapper.

E. Any party hereto shall have the right to change the name or address of the person or persons required to receive notices, and other documents, by so notifying the other party in writing.

**20.**

**BREACH BY LESSEE**

Lessee shall conduct Lessee's operations in strict compliance with all of the terms and provisions of this Lease and with all applicable local, state and federal rules and the regulations of any regulatory body having jurisdiction of such operations including, but not limited to, all local, state and federal environmental rules and regulations and applicable city ordinances.

In the event Lessor considers that operations are not, at any time, being conducted in compliance with this Lease, or any implied covenant of this Lease, Lessor shall notify Lessee in writing of the facts relied upon as constituting a breach of any express or implied covenant or obligation of Lessee hereunder and, Lessee, if in default, shall have sixty (60) days after receipt of such notice in which to commence compliance with its obligations hereunder. Failure on the part of Lessee to timely commence efforts to rectify any such breach and to exercise diligence in remedying any such breach shall operate as a forfeiture of this Lease as to the portion thereof affected by such breach; provided that if Lessee, in good faith, disputes any alleged grounds of breach set forth in such notice, Lessee may, within said sixty (60) day period, institute a

Declaratory Judgment Action in any District Court in a county where all or part of the said leased premises are located questioning whether it has in fact breached any expressed or implied covenant of this Lease, thereby staying any forfeiture during the pendency of such action. However, in the event that Lessor obtains a final judicial ascertainment in any such proceeding that Lessee is in breach of any covenant hereof, express or implied, then it is agreed that Lessor shall be entitled to a decree providing for cancellation or forfeiture of the Lease in the event such breach is not rectified or commenced in good faith to be rectified by Lessee within thirty (30) days from date such decree becomes final.

**21.**

**LOCATION OF DRILLING ACTIVITY, PIPELINES AND EQUIPMENT**

No drilling or other activity shall be conducted on the surface of the leased premises and no roads, electric lines, pipelines, equipment, or other structures shall be placed on the surface of the leased premises.

**22.**

**COMPLIANCE WITH LAWS**

Lessee shall comply with all applicable rules, regulations, ordinances, statutes and other laws in connection with any drilling, producing or other operations under the terms of this Lease, including, without limitation, the oil and gas well regulations of the City of Fort Worth.

**23.**

**CONFLICT OF INTEREST**

Lessee represents that Lessee; its officers and directors, are not employees or officers of Housing Authority of the City of Fort Worth, Texas d/b/a Fort Worth Housing Authority nor is Lessee (its officers and directors) acting on behalf of any such officer or employee of Housing Authority of the City of Fort Worth, Texas d/b/a Fort Worth Housing Authority.

24.

**TERMS**

All of the terms and provisions of this Lease shall extend to and be binding upon the heirs, executors, administrators, successors and authorized assigns of the parties hereto.

25.

**ENTIRE AGREEMENT**

This Lease states the entire contract between the parties, and no representation or promise, verbal or written, on behalf of either party shall be binding unless contained herein; and this Lease shall be binding upon each party executing the same, regardless of whether or not executed by all owners of the above described land or by all persons above named as "Lessor", and, notwithstanding the inclusion above of other names as "Lessor", this term as used in this Lease shall mean and refer only to such parties as execute this Lease and their successors in interest.

26.

**CAPTIONS**

The captions to the various paragraphs of the Lease are for convenience only, to be used primarily to more readily locate specific provisions. They shall not be considered a part of the Lease, nor shall they be used to interpret any of the Lease provisions.

27.

**COUNTERPARTS**

This Lease may be executed in multiple counterparts, each of which shall be deemed an original, with the same effect as if the signature thereto and hereto were upon the same instrument.

28.

**INTERPRETATION**

In the event of any dispute over the meaning or application of any provision of this Lease, this Lease shall be interpreted fairly and reasonably, and neither more strongly for or against any party, regardless of the actual drafter of this Lease.

29.

**NO THIRD PARTY RIGHTS**

The provisions and conditions of this Lease are solely for the benefit of the Lessor and the Lessee, and any lawful assign or successor of the Lessee and are not intended to create any rights, contractual or otherwise, to any other person or entity.

30.

**SEVERABILITY**

If any provision of this Lease shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

31.

**VENUE AND JURISDICTION**

If any action, whether real or asserted, at law or in equity, arises on the basis of any provision of this Lease, venue for such action shall lie in state courts located in Tarrant County, Texas or the United States District Court for the Northern District of Texas – Fort Worth Division. This Lease shall be construed in accordance with the laws of the State of Texas.

32.

**INDEPENDENT CONTRACTOR**

It is expressly understood and agreed that Lessee shall operate as an independent

contractor in each and every respect hereunder and not as an agent, representative or employee of the Lessor. Lessee shall have the exclusive right to control all details and day-to-day operations relative to this Lease and all Exhibits and shall be solely responsible for the acts and omissions of its officers, agents, servants, employees, contractors, subcontractors, licensees and invitees. Lessee acknowledges that the doctrine of *respondeat superior* will not apply as between the Lessor and Lessee, its officers, agents, servants, employees, contractors, subcontractors, licensees and invitees. Lessee further agrees that nothing in this Lease will be construed as the creation of a partnership or joint enterprise between the Lessor and Lessee.

33.

**GOVERNMENTAL POWERS**

It is understood that by execution of this Lease, the Lessor does not waive or surrender any of its governmental powers.

EXECUTED and effective as of the date of the notarial acknowledgment of the Lessor's execution.

**LESSOR:**

**HOUSING AUTHORITY OF THE CITY OF FORT WORTH, TEXAS  
D/B/A FORT WORTH HOUSING AUTHORITY**

By: Barbara Holston  
Barbara Holston, President and Chief Executive Officer

**LESSEE:**

**FOUR SEVENS RESOURCES CO., LTD.**

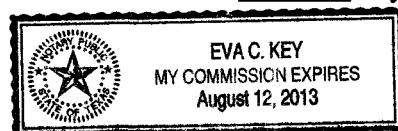
By: Marty Searcy  
Name: Marty Searcy  
Title: Partner

THE STATE OF TEXAS  
COUNTY OF TARRANT

BEFORE ME, the undersigned, a Notary Public, on this day personally appeared Barbara Holston, President and Chief Executive Officer of Housing Authority of the City of Fort Worth, Texas d/b/a Fort Worth Housing Authority, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she has executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 18<sup>th</sup> day of December,  
2009.

[SEAL]



Notary Public in and for the  
State of Texas

My Commission Expires: **Eva C. KEY**

Commission Expi.  
8-12-2013

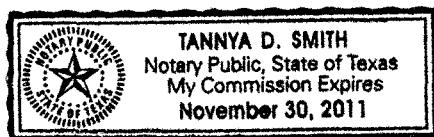
Print Name of Notary Public Here

THE STATE OF TEXAS  
COUNTY OF Tarrant

BEFORE ME, the undersigned, a Notary Public, on this day personally appeared Marty Searcy, Partner of Four Sevens Resources Co., Ltd., known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that (s)he has executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 18<sup>th</sup> day of December  
2009.

[SEAL]



Jannye D. Smith  
Notary Public in and for the State of Texas

## My Commission Expires

11.30.2011

Tannya D. Smith  
Print Name of Notary Public Here

Exhibit "A"

47.3157 acres more or less out of the BT Crowley Survey, A-207, R Briggs Survey, A-116, R.J. Johnson Survey, A-846, J.R. Childress Survey, A-250, and M.A. Jackson Survey, A-862, being more particularly described as follows:

TRACT 1 - 24.934 acres of land, more or less, ands being more particularly described as Lots 1 and 2, Block 1, Fort Worth Housing Authority Addition, an Addition to the City of Fort Worth, Tarrant County, Texas according to the Plat recorded in Cabinet B, Slide 1167, of the Plat Records of Tarrant County, Texas, less any transfers of record.

TRACT 2 - 0.115 acres of land, more or less, and being more particularly described as the West  $\frac{1}{2}$  of Lot 7, Block 9 of Smith & Hirschfield's Addition, an Addition to the City of Fort Worth, Tarrant County, Texas, according to the Plat thereof recorded in Volume W, Page 196, Plat Records, Tarrant County, Texas. And being further described in a Deed dated April 6, 1995 from Joe J. Johnson, Jr. to the Fort Worth Housing Authority recorded in Volume 11951, Page 1206, Official Public Records, Tarrant County, Texas.

TRACT 3 - 1.1010 acres of land, more or less, and being more particularly described as a portion of Lot 1, Block 8R, Smith & Hirschfield's Addition, an Addition to the City o f Fort Worth, Tarrant County, Texas, according to the Plat thereof recorded in Volume 388-158, Page 5, Plat Records, Tarrant County. And being further described in a Deed dated July 5, 1995 from the Fort Worth Independent School District to the Housing Authority of City of Fort Worth, Texas recorded in Volume 12021, Page 363, Official Public Records, Tarrant County, Texas.

TRACT 4 - 0.115 acres of land, more or less, and being more particularly described as the East  $\frac{1}{2}$  of Lot 7, Block 9, Smith and Hirschfield, an Addition to the City of Fort Worth, Tarrant County, Texas, according to the Plat recorded in Volume W, Page 196, Deed Records, Tarrant County, Texas. And being further described in a Deed dated July 11, 1995 from Gloria Gilliard Holland to the Housing Authority of the City of Fort Worth, recorded in Volume 12066, Page 2343, Official Public Records, Tarrant County, Texas.

TRACT 5 - 0.429 acres of land, more or less, being the property described in the deed dated April 25, 1939 from the Fort Worth Independent School District to the Housing Authority of the City of Fort Worth, Texas recorded in Volume 1391, Page 217, Deed Records, Tarrant County, Texas.

TRACT 6 - 0.735 acres of land, more or less, out of the M.A. Jackson Survey, A-862, Tarrant County, Texas, and being the same land described in a Deed dated May 5, 1939 from E.O. Boaz et al to the Housing Authority of the City of Fort Worth, Texas recorded in Volume 1394, Page 148, Deed Records, Tarrant County, Texas.

TRACT 7 - 0.286 acres of land, more or less, being the property described in the deed dated April 25, 1939 from the Fort Worth Independent School District to the Housing Authority of the City of Fort Worth, Texas recorded in Volume 1391, Page 219, Deed Records, Tarrant County, Texas.

TRACT 8 - 1.19 acres of land, more or less, out of the M.A. Jackson Survey, A-862, Tarrant County, Texas, and being the same land described in a Deed dated April 28, 1939 from E.O. Boaz et al to the Housing Authority of the City of Fort Worth, Texas recorded in Volume 1394, Page 149, Deed Records, Tarrant County, Texas.

TRACT 9 - 0.048 acres of land, more or less, being the property described in the deed dated April 25, 1939 from the Fort Worth Independent School District to the Housing Authority of the City of Fort Worth, Texas recorded in Volume 1391, Page 220, Deed Records, Tarrant County, Texas.

TRACT 10 - 1.50 acres of land, more or less, out of the M.A. Jackson Survey, A-862 and the B.T. Crowley Survey, A-307, Tarrant County, Texas, And being the same land described as:

- A. All of the East 34 feet of Lot 6, Stephenson Addition to the City of Fort Worth, now known as Lot 8, "Crittendon Court" and being the same land described in the Deed dated March 31, 1939, from Logan Crittenden to the Housing Authority of the City of Fort Worth, Texas, recorded in Volume 1378, Page 619, Deed Records, Tarrant County, Texas;
- B. All of the East 26 feet of Lot 3 and all of Lot 4, Stephenson Addition to the City of Fort Worth, and being the same land described in a Deed dated March 31, 1939 from William (Bill) Crittenden to the Housing Authority of the City of Fort Worth, Texas, recorded in Volume 1378, Page 621, Deed Records, Tarrant County, Texas;
- C. All of Lot 8, Stephenson Addition to the City of Fort Worth, now known as Lot 13, "Crittendon Court" and being the same land described in the Deed dated March 31, 1939, from Clifford Mays to the Housing Authority of the City of Fort Worth, Texas, recorded in Volume 1378, Page 630, Deed Records, Tarrant County, Texas;
- D. All of Lot 1, Stephenson Addition to the City of Fort Worth, and being the same land described in the Deed dated March 16, 1939, from Richard McKnight and wife, Fannie McKnight to the Housing Authority of the City of Fort Worth, Texas, recorded in Volume 1378, Page 446, Deed Records, Tarrant County, Texas;
- E. All of Lot Nos. 11, 12 and 13, Stephenson Addition to the City of Fort Worth, and being the same land described in the Deed dated March 17, 1939, from Eugene Bolliger to the Housing Authority of the City of Fort Worth, Texas, recorded in Volume 1378, Page 448, Deed Records, Tarrant County, Texas;
- F. All of Lot 16, Stephenson Addition to the City of Fort Worth, and being the same land described in the Deed dated March 24, 1939, from Thula C. Altman to the Housing Authority of the City of Fort Worth, Texas, recorded in Volume 1379, Page 301, Deed Records, Tarrant County, Texas;
- G. All of the East 42 feet of the West 102 feet of Lot 6, Stephenson Addition to the City of Fort Worth, and being the same land described in the Deed dated March 27, 1939, from Lizzie

- Graham and Fannie Graham Worlds to the Housing Authority of the City of Fort Worth, Texas, recorded in Volume 1379, Page 8, Deed Records, Tarrant County, Texas;
- H. All of the West 67 feet of Lot 6, Stephenson Addition to the City of Fort Worth, and being the same land described in the Deed dated March 27, 1939, from Lizzie Graham and Fannie Graham Worlds to the Housing Authority of the City of Fort Worth, Texas, recorded in Volume 1379, Page 9, Deed Records, Tarrant County, Texas;
- I. All of Lot Number 2, the West 72 feet Lot Number 3, the East ½ of Lot Number 8 and all of Lot Number 9, Stephenson Addition to the City of Fort Worth, and being the same land described in the Deed dated April 3, 1939, from Flora Crittenden to the Housing Authority of the City of Fort Worth, Texas, recorded in Volume 1379, Page 23, Deed Records, Tarrant County, Texas;
- J. All of the West ½ of Lot Number 5, Stephenson Addition to the City of Fort Worth, and being the same land described in the Deed dated March 31, 1939, from Fannie McKnight and husband, Richard McKnight to the Housing Authority of the City of Fort Worth, Texas, recorded in Volume 1388, Page 38, Deed Records, Tarrant County, Texas;

TRACT 11 - 1.3442 acres of land, more or less, and being the same land described as:

- A. All of Lot 3, Block No. 151, City of Fort Worth, Tarrant County, Texas and being the same land described in a Deed dated March 31, 1939 from James Hargrove and wife, Novia Hargrove to the Housing Authority of the City of Fort Worth, Texas recorded in Volume 1378 Page 507 of the Real Property Records of Tarrant County, Texas,
- B. All of Lot 1, Block No. 151, City of Fort Worth, Tarrant County, Texas and being the same land described in a Deed dated March 21, 1939 from F.D. Hill, and Josephine McChesney, individually and as Independent Executrix of the Estate of Floyd McChesney, deceased to the Housing Authority of the City of Fort Worth, Texas recorded in Volume 1378, Page 498, Deed Records, Tarrant County, Texas,
- C. All of Lot 7, Block No. 151, and 11 feet off of the East side of Lot 4, Block 150, City of Fort Worth, Tarrant County, Texas and being the same land described in a Deed dated March 29, 1939 from the Pentecostal Assembly of Fort Worth, Texas to the Housing Authority of the City of Fort Worth, Texas recorded in Volume 1385, Page 613, Deed Records, Tarrant County, Texas,
- D. All of Lot 6, Block No. 151, City of Fort Worth, Tarrant County, Texas and being the same land described in a Deed dated March 31, 1939 from E.P. Reid Gilton and husband, R.E. Gilton to the Housing Authority of the City of Fort Worth, Texas recorded in Volume 1387 Page 89 of the Real Property Records of Tarrant County, Texas,
- E. All of the West 75 feet of Lot 1, Block No. 151, City of Fort Worth, Tarrant County, Texas and being the same land described in a Deed dated March 20, 1939 from Crown Investment Co. to the Housing Authority of the City of Fort Worth, Texas recorded in Volume 1387, Page 107, Deed Records, Tarrant County, Texas.

TRACT 12 - 0.799 acres of land, more or less, described as all of Lot 4, St. John's Addition, an Addition to the City of Fort Worth, Tarrant County, Texas and being same land described in a Deed dated April 7, 1939 from Geo. F. Hurley, Emma Hurley widow, Bertha Williams widow, Mrs. Jennie Bilderback and husband, H.O. Bilderback, of Tarrant County, Texas, and Leona

Hurley Echols, and husband, Zack S. Echols of Harris County, Texas to the Housing Authority of the City of Fort Worth, Texas recorded in Volume 1387, Page 405, Deed Records, Tarrant County, Texas.

TRACT 13 - 0.862 acres more or less, and being the same land described as:

- A. All of Lot Nos. 23 and 26, St. John's Addition to the City of Fort Worth, and being the same land described in a Deed dated April 16, 1939 from W.M. Hayes and wife, Hassie Hayes to the Housing Authority of the City of Fort Worth, Texas recorded in Volume 1379, Page 382, Deed Records of Tarrant County, Texas,
- B. All of Lot Nos. 32 and 33, St. John's Addition to the City of Fort Worth, and being the same land described in a Deed dated April 20, 1939 from Martha Herron to the Housing Authority of the City of Fort Worth, Texas recorded in Volume 1379, Page 253, Deed Records of Tarrant County, Texas,
- C. All of Lot Nos. 24,25,27,28,29,30 and 31, St. John's Addition to the City of Fort Worth, and being the same land described in a Deed dated April 7, 1939 from Geo. F. Hurley, Emma Hurley widow, Bertha Williams widow, Mrs. Jennie Bilderback and husband, H.O. Bilderback, of Tarrant County, Texas, and Leona Hurley Echols, and husband, Zack S. Echols of Harris County; Texas to the Housing Authority of the City of Fort Worth recorded in Volume 1387, Page 403, Deed Records, Tarrant County, Texas.

TRACT 14 - 1.034 acres of land, more or less, and being the same land described as:

- A. All of the East 25 feet of Lot Number 9, Block Number 151 ½, City of Fort Worth Addition, Tarrant County, Texas, and being the same land described in a Deed dated March 22, 1939 from George McKenna to the Housing Authority of the City of Fort Worth, Texas recorded in Volume 1378, Page 538, Deed Records, Tarrant County, Texas,
- B. All of Lot Number 5, Block Number 151 ½, City of Fort Worth Addition, Tarrant County, Texas, and being the same land described in a Deed dated March 14, 1939 from Gus Lee and wife, Sena Lee to the Housing Authority of the City of Fort Worth, Texas recorded in Volume 1378, Page 566, Deed Records, Tarrant County, Texas,
- C. All of Lots 1,2,3,4,6,7 and the West 109 feet of Lot Number 9, Block Number 151 ½, City of Fort Worth Addition, Tarrant County, Texas, and being the same land described in a Deed dated March 24, 1939 from F.B. Daggett and wife, Mary Louise Daggett to the Housing Authority of the City of Fort Worth, Texas recorded in Volume 1378, Page 576, Deed Records, Tarrant County, Texas,
- D. All of Lot Number 8, Block Number 151 ½, City of Fort Worth Addition, Tarrant County, Texas, and being the same land described in a Deed dated March 31, 1939 from Mollie Green to the Housing Authority of the City of Fort Worth, Texas recorded in Volume 1378, Page 620, Deed Records, Tarrant County, Texas.

TRACT 15 - 2.3935 acres of land, more or less, and being the same land described as:

- A. All of Lot Number 16, Block Number 152, City of Fort Worth Addition, Tarrant County, Texas, and being the same land described in a Deed dated March 17, 1939 from Ephriam Beck Daggett and wife, Tama O'Keefe Daggett to the Housing Authority of the City of Fort Worth,

- Texas recorded in Volume 1378, Page 491, Deed Records of Tarrant County, Texas,
- B. All of the East  $\frac{1}{2}$  of the Southeast  $\frac{1}{4}$  of Lot Number 9, Block Number 152, City of Fort Worth Addition, Tarrant County, Texas, and being the same land described in a Deed dated March 3, 1939 from the Church of God in Christ of 1007 East 17<sup>th</sup> Street, Fort Worth, Texas to the Housing Authority of the City of Fort Worth, Texas recorded in Volume 1379, Page 52, Deed Records, Tarrant County, Texas,
- C. All of Lot Number 11, Block Number 152, City of Fort Worth Addition, Tarrant County, Texas, and being the same land described in a Deed dated March 15, 1939 from Merrell Daggett to the Housing Authority of the City of Fort Worth, Texas recorded in Volume 1379, Page 77, Deed Records, Tarrant County, Texas,
- D. All of Lot Number 14, Block Number 152, City of Fort Worth Addition, Tarrant County, Texas, and being the same land described in a Deed dated April 4, 1939 from T.H. Tabb and wife, M.E. Tabb to the Housing Authority of the City of Fort Worth, Texas recorded in Volume 1379, Page 35, Deed Records, Tarrant County, Texas,
- E. All of Lot Number 4, Block Number 152, City of Fort Worth Addition, Tarrant County, Texas, and being the same land described in a Deed dated April 3, 1939 from Mrs. M.A. Keesee to the Housing Authority of the City of Fort Worth, Texas recorded in Volume 1379, Page 16, Deed Records, Tarrant County, Texas,
- F. All of the South 85 feet of the West half of Lot Number 9, Block Number 152, City of Fort Worth Addition, Tarrant County, Texas, and being the same land described in a Deed dated April 7, 1939 from Harry Lansky and wife, and Esther Lansky to the Housing Authority of the City of Fort Worth, Texas recorded in Volume 1379, Page 557, Deed Records, Tarrant County, Texas,
- G. All of Lot Number 13, Block Number 151  $\frac{1}{2}$ , City of Fort Worth Addition, Tarrant County, Texas, and being the same land described in a Deed dated April 17, 1939 from Albert H. Lydia and wife, Julia Lydia to the Housing Authority of the City of Fort Worth, Texas recorded in Volume 1379, Page 277, Deed Records, Tarrant County, Texas,
- H. All of Lot Number 3, Block Number 152, City of Fort Worth Addition, Tarrant County, Texas, and being the same land described in a Deed dated April 13, 1939 from Gent Cooper and wife, Ethel Cooper to the Housing Authority of the City of Fort Worth, Texas recorded in Volume 1379, Page 180, Deed Records, Tarrant County, Texas,
- I. All of Lot Number 15, Block Number 152, City of Fort Worth Addition, Tarrant County, Texas, and being the same land described in a Deed dated April 15, 1939 from A.R. Newman and wife, and Mary Etta Newman to the Housing Authority of the City of Fort Worth, Texas recorded in Volume 1379, Page 194, Deed Records, Tarrant County, Texas,
- J. All of Lot Number 10, Block Number 152, City of Fort Worth Addition, Tarrant County, Texas, and being the same land described in a Deed dated March 20, 1939 from W.Q. Kuykendall to the Housing Authority of the City of Fort Worth, Texas recorded in Volume 1378, Page 473, Deed Records, Tarrant County, Texas,
- K. All of Lot Numbers 5 and 6, Block Number 152, City of Fort Worth Addition, Tarrant County, Texas, and being the same land described in a Deed dated March 24, 1939 from Hattie Ann Taggart, individually and as Independent Executrix of the Estate of J.B. Addison, deceased, joined by her husband, J.S. Taggart to the Housing Authority of the City of Fort Worth, Texas recorded in Volume 1378, Page 552, Deed Records, Tarrant County, Texas,
- L. All of the West  $\frac{1}{2}$  of Lot Number 12, Block Number 152, City of Fort Worth Addition, Tarrant County, Texas, and being the same land described in a Deed dated March 23, 1939 from Loraine Bracewell to the Housing Authority of the City of Fort Worth, Texas recorded in

Volume 1378, Page 527, Deed Records, Tarrant County, Texas,  
**M.** All of the East  $\frac{1}{2}$  Lot Number 12, Block Number 152, City of Fort Worth Addition, Tarrant County, Texas, and being the same land described in a Deed dated March 28, 1939 from O.C. Crook and wife, Mary Crook to the Housing Authority of the City of Fort Worth, Texas recorded in Volume 1378, Page 589, Deed Records, Tarrant County, Texas,  
**N.** All of the Northeast  $\frac{1}{4}$  Lot Number 9, Block Number 152, City of Fort Worth Addition, Tarrant County, Texas, and being the same land described in a Deed dated March 29, 1939 from Mary Bowdre to the Housing Authority of the City of Fort Worth, Texas recorded in Volume 1378, Page 604, Deed Records, Tarrant County, Texas,  
**O.** All of the North 391/2 feet of the West  $\frac{1}{2}$  of Lot Number 9 and the South 85 feet of the North 125 feet of the West  $\frac{1}{2}$  of Lot Number 9, Block Number 152, City of Fort Worth Addition, Tarrant County, Texas, and being the same land described in a Deed dated April 7, 1939 from Geo. F. Hurley and wife Bernice Hurley, Emma Hurley widow, Bertha Williams widow, Mrs. Jennie Bilderback and husband, H.O. Bilderback, of Tarrant County, Texas, and Leona Hurley Echols, and husband, Zack S. Echols of Harris County to the Housing Authority of the City of Fort Worth, Texas recorded in Volume 1387, Page 398, Deed Records, Tarrant County, Texas,  
**P.** All of the West  $\frac{1}{2}$  of the Southeast  $\frac{1}{4}$  of Lot Number 9, Block Number 152, City of Fort Worth Addition, Tarrant County, Texas, and being the same land described in a Deed dated March 20, 1939 from Crown Investment Company to the Housing Authority of the City of Fort Worth, Texas recorded in Volume 1387, Page 106, Deed Records, Tarrant County, Texas.

TRACT 16 - 1.4635 acres of land, more or less, and being the same land described as:

**A.** All of the Lot Number 4, Block Number 152  $\frac{1}{2}$ , City of Fort Worth Addition, Tarrant County, Texas, and being the same land described in a Deed dated March 21, 1939 from Dorothy Lee Firestone and husband, Russell A. Firestone to the Housing Authority of the City of Fort Worth, Texas recorded in Volume 1378, Page 574, Deed Records, Tarrant County, Texas,  
**B.** All of the Lot Number 5, Block Number 152  $\frac{1}{2}$ , City of Fort Worth Addition, Tarrant County, Texas, and being the same land described in a Deed dated March 15, 1939 from Ruth Daggett to the Housing Authority of the City of Fort Worth, Texas recorded in Volume 1378, Page 486, Deed Records, Tarrant County, Texas,  
**C.** All of the Lot Number 8, Block Number 152  $\frac{1}{2}$ , City of Fort Worth Addition, Tarrant County, Texas, and being the same land described in a Deed dated April 15, 1939 from and the property in the deed from E.L. Wallace and wife, Nobia Ella Wallace to the Housing Authority of the City of Fort Worth, Texas recorded in Volume 1379, Page 234, Deed Records, Tarrant County, Texas,  
**D.** All of the Lot Number 9, Block Number 152  $\frac{1}{2}$ , City of Fort Worth Addition, Tarrant County, Texas, and being the same land described in a Deed dated March 21, 1939 from Bertha Brown and Tillie Carpenter Allen to the Housing Authority of the City of Fort Worth, Texas recorded in Volume 1379, Page 151, Deed Records, Tarrant County, Texas,  
**E.** All of the Lot Number 10, Block Number 152  $\frac{1}{2}$ , City of Fort Worth Addition, Tarrant County, Texas, and being the same land described in a Deed dated April 12, 1939 from W.C. McLaughlin, sole surviving heir and only child of Mrs. A.M. McLaughlin to the Housing Authority of the City of Fort Worth, Texas recorded in Volume 1370, Page 150, Deed Records, Tarrant County, Texas,

- F. All of the Lot Number 6, Block Number 152 ½, City of Fort Worth Addition, Tarrant County, Texas, and being the same land described in a Deed dated April 5, 1939 from Penola O'Bryant to the Housing Authority of the City of Fort Worth, Texas recorded in Volume 1379, Page 53, Deed Records, Tarrant County, Texas,
- G. All of the South ½ of Lot Number 3, Block Number 152 ½, City of Fort Worth Addition, Tarrant County, Texas, and being the same land described in a Deed dated April 5, 1939 from Mrs. H. E. (sometimes known as Rosa or Rosie) Seyster to the Housing Authority of the City of Fort Worth, Texas recorded in Volume 1379, Page 54, Deed Records, Tarrant County, Texas,
- H. All of the South ½ of Lot Number 2 and the North ½ of Lot Number 3, Block Number 152 ½, City of Fort Worth Addition, Tarrant County, Texas, and being the same land described in a Deed dated May 10, 1939 from the Brazos River Presbytery of the Colored Cumberland Presbyterian Church to the Housing Authority of the City of Fort Worth, Texas recorded in Volume 1391, Page 379, Deed Records, Tarrant County, Texas.

TRACT 17 - 1.9384 acres of land, more or less, and being the same land described as:

- A. All of the Lot Numbers 2 and 3, Block Number 153, City of Fort Worth Addition, Tarrant County, Texas, and being the same land described in a Deed dated March 17, 1939 from Ephriam Beck Daggett and Tama O'Keefe Daggett to the Housing Authority of the City of Fort Worth, Texas recorded in Volume 1378, Page 492, Deed Records, Tarrant County, Texas,
- B. All of the Lot Numbers 5 and 6, Block Number 153, City of Fort Worth Addition, Tarrant County, Texas, and being the same land described in a Deed dated March 17, 1939 from Ephriam Beck Daggett and Tama O'Keefe Daggett to the Housing Authority of the City of Fort Worth, Texas recorded in Volume 1378, Page 493, Deed Records, Tarrant County, Texas,
- C. All of the Lot Number 8, Block Number 153, City of Fort Worth Addition, Tarrant County, Texas, and being the same land described in a Deed dated March 21, 1939 from Major James and wife, Jessie Mae James to the Housing Authority of the City of Fort Worth, Texas recorded in Volume 1378, Page 497, Deed Records, Tarrant County, Texas,
- D. All of the Lot Number 10, Block Number 153, City of Fort Worth Addition, Tarrant County, Texas, and being the same land described in a Deed dated March 17, 1939 from Ephriam Beck Daggett and Tama O'Keefe Daggett to the Housing Authority of the City of Fort Worth, Texas recorded in Volume 1378, Page 486, Deed Records, Tarrant County, Texas,
- E. All of the Lot Number 4, Block Number 153, City of Fort Worth Addition, Tarrant County, Texas, and being the same land described in a Deed dated April 20, 1939 from Ruth Casey Harp and husband, Walter Harp to the Housing Authority of the City of Fort Worth, Texas recorded in Volume 1379, Page 254, Deed Records, Tarrant County, Texas,
- F. All of the Lot Number 9, Block Number 153, City of Fort Worth Addition, Tarrant County, Texas, and being the same land described in a Deed dated April 3, 1939 from Amanda Burke and husband, Roy A. Burke to the Housing Authority of the City of Fort Worth, Texas recorded in Volume 1379, Page 29, Deed Records, Tarrant County, Texas,
- G. All of the Lot Number 1, Block Number 153, City of Fort Worth Addition, Tarrant County, Texas, and being the same land described in a Deed dated April 30, 1940 from Eugene Brown and wife, Gladys Brown, and Harold E. Hardee and wife Blanch Hardee to the Housing Authority of the City of Fort Worth, Texas recorded in Volume 1439, Page 576, Deed Records, Tarrant County, Texas,
- H. All of the Lot Number 7, Block Number 153, City of Fort Worth Addition, Tarrant County,

Texas, and being the same land described in a Deed dated July 17, 1939 from R.L. VanZandt, of Tarrant County, Texas, receiver of the Estate of J.N. Brooker, deceased to the Housing Authority of the City of Fort Worth, Texas recorded in Volume 1402, Page 229, Deed Records, Tarrant County, Texas,

I. All of the Lot Number 7, Block Number 153, City of Fort Worth Addition, Tarrant County, Texas, and being the same land described in a Deed dated September 5, 1939 from A.B. Carter, Sheriff to the Housing Authority of the City of Fort Worth, Texas recorded in Volume 1263, Page 286, Deed Records, Tarrant County, Texas.

TRACT 18 - 0.9284 acres of land, more or less, and being the same land described as

A. All of the Lot Number 5, Block Number 154, City of Fort Worth Addition, Tarrant County, Texas, and being the same land described in a Deed dated March 8, 1939 from A. Arneson to the Housing Authority of the City of Fort Worth, Texas recorded in Volume 1378, Page 391, Deed Records, Tarrant County, Texas,

B. All of the Lot Number 11, Block Number 154, City of Fort Worth Addition, Tarrant County, Texas, and being the same land described in a Deed dated March 8, 1939 from W.C. Blackmon and wife, Maude P. Blackman to the Housing Authority of the City of Fort Worth, Texas recorded in Volume 1378, Page 457, Deed Records, Tarrant County, Texas,

C. All of the Lot Number 13, Block Number 154, City of Fort Worth Addition, Tarrant County, Texas, and being the same land described in a Deed dated March 18, 1939 from James V. Jay and wife, Juanita C. Jay to the Housing Authority of the City of Fort Worth, Texas recorded in Volume 1378, Page 467, Deed Records, Tarrant County, Texas,

D. All of the Lot Number 4, Block Number 154, City of Fort Worth Addition, Tarrant County, Texas, and being the same land described in a Deed dated March 10, 1939 from Nell Byrnes, Ethel Byrnes, and Richard Byrnes to the Housing Authority of the City of Fort Worth, Texas recorded in Volume 1379, Page 125, Deed Records, Tarrant County, Texas,

E. All of the Lot Number 12, Block Number 154, City of Fort Worth Addition, Tarrant County, Texas, and being the same land described in a Deed dated April 14, 1939 from Walter Williams, Jr. to the Housing Authority of the City of Fort Worth, Texas recorded in Volume 1378, Page 213, Deed Records, Tarrant County, Texas,

F. All of the East ½ of Lot Numbers 1 and 2, Block Number 154, City of Fort Worth Addition, Tarrant County, Texas, and being the same land described in a Deed dated March 30, 1939 from Jerome C. Martin and Theresa Martin, John P. Martin and Tommie Martin, Louise(Dunlap) and R. R. Baker to the Housing Authority of the City of Fort Worth, Texas recorded in Volume 1389, Page 8. Deed Records, Tarrant County, Texas,

G. All of the Lot Number 3, Block Number 154, City of Fort Worth Addition, Tarrant County, Texas, and being the same land described in a Deed dated March 30, 1939 from Jerome C. Martin and Theresa Martin, John P. Martin and Tommie Martin, Louise(Dunlap) and R. R. Baker to the Housing Authority of the City of Fort Worth, Texas recorded in Volume 1389, Page 6, Deed Records, Tarrant County, Texas.

H. All of the West ½ of Lot Numbers 1 and 2, Block Number 154, City of Fort Worth Addition, Tarrant County, Texas, and being the same land described in a Deed dated March 30, 1939 from Jerome C. Martin and Theresa Martin, John P. Martin and Tommie Martin, Louise(Dunlap) and R. R. Baker to the Housing Authority of the City of Fort Worth, Texas recorded in Volume 1389, Page 10. Deed Records, Tarrant County, Texas,

TRACT 19 - 1.093 acres of land, more or less, and being the same land described as

- A. All of the West 140 feet Lot Number 1, Rouse Addition, an Addition to the City of Fort Worth, Tarrant County, Texas, and being the same land described in a Deed dated March 5, 1939 from Mrs. H.E. (sometimes known as Rosa or Rosie) Seyster to the Housing Authority of the City of Fort Worth, Texas recorded in Volume 139, Page 56, Deed Records, Tarrant County, Texas,
- B. All of Lot Number 1 LESS the West 140 feet Lot Number 1, Rouse Addition, an Addition to the City of Fort Worth, Tarrant County, Texas, and being the same land described in a Deed dated April 24, 1939 from Thula C. Altman to the Housing Authority of the City of Fort Worth, Texas recorded in Volume 1379, Page 302, Deed Records, Tarrant County, Texas,
- C. All of Lot Number 4, Rouse Addition, an Addition to the City of Fort Worth, Tarrant County, Texas, and being the same land described in a Deed dated March 15, 1939 from E.V. Edwards, Special Receiver, to the Housing Authority of the City of Fort Worth, Texas recorded in Volume 1379, Page 196, Deed Records, Tarrant County, Texas,
- D. All of Lot Number 4, Rouse Addition, an Addition to the City of Fort Worth, Tarrant County, Texas, and being the same land described in a Deed dated April 17, 1939 from L.H. Lockhart to the Housing Authority of the City of Fort Worth, Texas recorded in Volume 1379, Page 195, Deed Records, Tarrant County, Texas
- E. All of Lot Number 5, Rouse Addition, an Addition to the City of Fort Worth, Tarrant County, Texas, and being the same land described in a Deed dated April 5, 1939 from Mrs. H.E. (sometimes known as Rosa or Rosie) Seyster to the Housing Authority of the City of Fort Worth, Texas recorded in Volume 1379, Page 55, Deed Records, Tarrant County, Texas.

TRACT 20 - 5.0067 acres of land, more or less, and being that portion of the streets, alleyways and easements lying contiguous with and adjacent to those lands owned by the Housing Authority of the City of Fort Worth, Texas located in the Moses A. Jackson Survey, A-862, the Smith & Hirschfield Addition, the St. John Addition, the Rouse Addition, and Blocks 151, 151H, 152, 152H, 153 and 154, City of Fort Worth Addition, Tarrant County, Texas.

After recording, return to:

Mr. Larry W. Wilshire  
Brown, Dean, Wiseman, Proctor, Hart & Howell, L.L.P.  
306 West 7<sup>th</sup> Street, Suite 200  
Fort Worth, Texas 76102-4905

SUZANNE HENDERSON

COUNTY CLERK



100 West Weatherford Fort Worth, TX 76196-0401

PHONE (817) 884-1195

MR LARRY W WILSHIRE  
BROWN DEAN WISEMAN PROCTOR HART & HOWELL  
306 WEST 7TH ST STE 200  
FT WORTH, TX 76102

Submitter: FOUR SEVENS ENERGY CO.,  
LLC

**DO NOT DESTROY**  
**WARNING - THIS IS PART OF THE OFFICIAL RECORD.**

Filed For Registration: 12/18/2009 2:48 PM

Instrument #: D209329699

LSE                  44                  PGS                  \$184.00

By: Suzanne Henderson

D209329699

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY  
BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

Prepared by: CAMADDOCK